plicant:

## EMARK OFFICE NITED STATES PATENT AND TRA

Larry Allen Wares

Assignee: Examiner **BUZZSAW.COM** 

To be assigned

Filed:

09/771,142 January 26, 2001

Group Art Unit:

2163

Docket:

G&C 30566.221-US-U1

Title:

E-COMMERCE BID AND PROJECT MANAGEMENT SYSTEM AND

METHOD FOR THE CONSTRUCTION INDUSTRY

**CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8** 

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington

REVOCATION AND POWER OF ATTORNEY

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Commissioner for Patents Washington, D.C. 20231

Technology Center 2100

Dear Sir:

Please revoke the existing Powers of Attorney, if any, and appoint the following attorneys and/or patent agents to prosecute this application and to transact all business in the U.S. Patent and Trademark Office in connection therewith:

George H. Gates	Registration No. 33,500	RECEIVED
Victor G. Cooper	Registration No. 39,641	<del></del>
Karen S. Canady	Registration No. 39,927	APR 2 6 2002
William J. Wood	Registration No. 42,236	000115
Jason S. Feldmar	Registration No. 39,187	GROUP 3600
Bradley K. Lortz	Registration No. 45,472	3. 3. 3. 3.

Please direct all correspondence in this application to George H. Gates at:

## **Customer Number 22462**

Gates & Cooper LLP Howard Hughes Center 6701 Center Drive West, Suite 1050 Los Angeles, California 90045 Telephone: (310) 641-8797

BUZZSAW.COM, as assignee, declares that 100% ownership is established for the abovereferenced invention, and patent application. A Certificate under 37 C.F.R. 3.73(b) is enclosed.

Respectfully submitted,

Dated: 3-12-02

BUZZSAW.COM By: Mix/Enox

Name: Martin Konofken Title: Senior Cosposate Course

G&C 30566.221-US-U1

S/N 09/771,142





PATENT

Applicant:

Larry Allen Wares

Examiner:

To be assigned

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CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

APR 0 8 2002

Technology Center 2100

BUZZSAW.COM, a corporation organized and existing under the laws of the State of Delaware, having a place of business at Landmark at One Market, 5th Floor, San Francisco, California 94105, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

An assignment from the inventor, Larry Allen Wares to BUZZSAW.COM, of the patent application identified above. The assignment was recorded in the U.S. Patent and Trademark Office on January 16, 2001, at Reel 011493, Frame 0032 (copy attached). BUZZSAW.COM owns 100% interest in the above-identified patent application.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

May 12, 2002

Martin Konopken Senior Corporate Coinsel

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**GROUP 3600** 

G&C 30566.221-US-U1



APRIL 19, 2001

LARIVIERE, GRUBMAN & PAYNE, LLP

VICTOR FLORES P.O. BOX 3140 MONTEREY, CALIFORNIA 93942 ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/26/2001

REEL/FRAME: 011493/0032

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

WARES, LARRY

DOC DATE: 10/30/2000

ASSIGNEE:

BUZZSAW.COM

235 MONTGOMERY STREET, 5TH FLOOR SAN FRANCISCO, CALIFORNIA 94104

SERIAL NUMBER: 09771142

PATENT NUMBER:

FILING DATE: 01/26/2001

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	lemarks: Please record the attached original documents or copy
Name of conveying party(ies):	2. Name and address of receiving party(ies):
Larry Wares	Buzzsaw.com
Additional name(s) of conveying party(ies) attached? ☐ Yes ❷ N	No Internal Address:
3. Nature of conveyance:	Street Address: 225 Monteeman Street 5th Flori
■ Assignment	Street Address: 235 Montgomery Street, 5th Floor
☐ Security Agreement ☐ Change of Name	City: San Francisco State: CA Zip: 94104
□ Other	Additional name(s) & Address(es) attached? ☐ Yes ❷ No
Execution Date: 10-30-00	RECEIVED
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4. Application number(s) or patent numbers(s): FILEI	D HEREWITH
If this document is being filed together with a new application,	, the execution date of the application is: <u>January 26 200 CEL</u>
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	☐ Authorized to be charged to deposit account
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P.O. Box 3140  City: Monterey State: CA Zip: 93942  DO NO  9. Statement and signature.  To the best of my knowledge and belief, the fo	(Attach duplicate copy of this page if paying by deposit account)  OT USE THIS SPACE

## **ASSIGNMENT AGREEMENT**

FOR good and valuable consideration, receipt of which is hereby acknowledged, Larry Wares, of Rancho San Margarita, California,

hereinafter ASSIGNOR, does hereby sell, assign and transfer unto Buzzsaw.com, doing business at 235 Montgomery Street, 5th Floor, San Francisco, California, 94104, hereinafter ASSIGNEE, its successors and assignees, the entire title, interest and right, including the right of priority, in a Provisional Application entitled E-Commerce Bid And Project Management System And Method For The Construction Industry, Serial No. 60/178,825, and the inventions and any of them therein set forth and described, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor, and any and all provisional, divisional, reissue, continuation, substitute or renewal applications thereof which have been or shall be filed in the United States and any and all equivalents thereto in any and all foreign countries;

And for the above consideration ASSIGNOR covenants to assign to ASSIGNEE, under identical terms herein, any and all improvements which have been or shall be developed by ASSIGNOR regarding subject matter herein;

And for the above consideration ASSIGNOR agrees promptly upon request of the ASSIGNEE, its successors and assignees, to execute and deliver without further compensation any power of attorney, assignment, application (whether original, continuation, renewal, substitute, divisional or reissue) or other papers which may be necessary or desirable fully to secure to ASSIGNEE, its successors and assignees, the inventions and any of them described in said application and patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of appeal and interference proceedings involving said inventions and/or in the adjudication or re-examination of said Letters Patent, provided that the expenses which may be incurred by ASSIGNOR in lending such cooperation and assistance be paid by ASSIGNEE; and

ASSIGNOR covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by ASSIGNOR, and that full right to convey the same as herein expressed is possessed by ASSIGNOR.

This agreement constitutes the entire agreement of the parties and supersedes and

cancels any and all prior and/or contemporaneous utterances, statements, representations, understandings and/or agreements whether oral and/or written in connection with this agreement.

IN WITNESS WHEREOF, ASSIGNOR agrees to the above-mentioned terms and conditions as evidenced by their signatures below:

Date IJar